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Atorneys for Plaintiff

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

PROLOGIS NA3 NV II, LLC,

10 Plaintiff,

11 | VS.

IGT, Inc.

13 | Defendant.

Case No.: 3:11-cv-00346-HDM-WGC

**AMENDED STIPULATION FOR
PROTECTIVE ORDER GOVERNING
DISCLOSURE OF CONFIDENTIAL
INFORMATION; ORDER**

15 Subject to the further Order of this Court, and any subsequent modification hereof made
16 upon request and cause shown by any of the parties hereto; and all parties having stipulated and
17 agreed to the provisions of this Order and to the entry of this Order, it is hereby ordered that:

18 1. Any document(s) which Plaintiff or its attorney hereafter produce(s) in this action
19 as a result of disclosure, production, or subpoena, and which Plaintiff or its attorney determines
20 contains confidential trade secret information (a “Confidential Document”), shall be received in
21 confidence and kept secret by the undersigned attorneys, or any successor attorneys for the
22 parties, and except as hereinafter provided, any such written materials or documents or
23 information contained therein shall not be disclosed to any person other than the parties, the
24 undersigned attorneys or successor attorneys, their office associates, and stenographic and
25 clerical employees of such attorneys who may be assigned to this action, and then, subject to the
26 limitations set forth below, disclosed to and used by them only for the prosecution or defense of
27 this action. ProLogis shall stamp or type the designation “CONFIDENTIAL” on each page of
28 the documents it deems to be subject to this Stipulation.

1 2. Subject to the provisions contained herein, disclosure of such Confidential
 2 Documents or of any information contained therein, may be made by such attorneys, if necessary
 3 to the prosecution or defense of this action, to a party, officers, or employees of a party or to
 4 agents, expert consultants, court reporters, videographers, or others retained by a party
 5 specifically to assist in the prosecution or the defense of this action or to witnesses during
 6 depositions or at trial. In the event that any such written material, document or information is so
 7 disclosed, the attorneys for such parties shall provide each such person with a copy of this Order,
 8 and obtain an acknowledgment from him or her in writing (in the form attached hereto as Exhibit
 9 A) that he or she has received a copy of this Order, is familiar with the provisions thereof, and
 10 agrees to be bound by its terms. All such persons shall be bound thereby, shall not use such
 11 written material, documents or information for any purpose other than in connection with the
 12 prosecution or defense of this action, and shall not reveal such written material, documents or
 13 information to any person.

14 3. In addition: (a) prior to making any disclosure of any Confidential Document or
 15 of any information contained therein (other than disclosure at any deposition or in any affidavit,
 16 brief or other paper filed in this action) to anyone other than the parties and persons identified in
 17 subsection 2, above, written notice shall be given to the attorneys for the other side by the
 18 attorneys proposing to make such disclosure. Such notice shall be given at least ten (10)
 19 business days prior to such proposed disclosure of such written material, document, or any
 20 information contained therein, such period to be measured from and to include the date of
 21 mailing thereof, and include (i) the name of each person to whom it is proposed to make such
 22 disclosure and (ii) a description of each such person, principal business affiliation and
 23 responsibilities; and (b) upon receipt from the other parties or from their attorneys of the written
 24 objection to any disclosure proposed to be made pursuant to the preceding subparagraph of this
 25 ordering paragraph, the party proposing to make the disclosure shall postpone such disclosure for
 26 at least five (5) business days, such period to be measured from and to include the date of
 27 mailing such objection, and, if a motion for a protective order is filed within that time, make no
 28 disclosure prior to a final resolution of that motion by this Court.

1 4. Unless otherwise permitted by statute, rule or prior court order, papers filed with
2 the court under seal shall be accompanied by a contemporaneous motion for leave to file those
3 documents under seal, and shall be filed consistent with the court's electronic filing procedures
4 in accordance with Local Rule 10-5(b). Notwithstanding any agreement among the parties, the
5 party seeking to file a paper under seal bears the burden of overcoming the presumption in favor
6 of public access to papers filed in court. Kamakana v. City and County of Honolulu, 447 F.2d
7 1172 (9th Cir. 2006).

8 5. After the final termination of this action, the provisions hereof relating to the
9 secrecy and confidential nature of the written material, documents, or the information contained
10 therein shall continue to be binding on all parties herein and the aforesaid officers, and
11 employees, agents or others, and witnesses.

12 6. At the conclusion of the trial and/or appeal or other termination of this action
13 (collectively, the "Case Conclusion"), all written material or documents produced or disclosed in
14 this action pursuant to this Order (and all copies of such documents) shall, within 14 days of the
15 Case Conclusion, be returned to the producing party or destroyed, and all summaries thereof or
16 other documents containing or reflecting such confidential written material or documents, or
17 related information shall be destroyed. The party undertaking any destruction as provided herein
18 shall certify its full destruction compliance to ProLogis within twenty-one (21) days after the
19 Case Conclusion.

20 7. If the ProLogis Confidential Documents being produced in accordance with this
21 Protective Order (or the information contained therein) are disclosed to any person other than in
22 the manner authorized by this Protective Order, the party responsible for the disclosure shall
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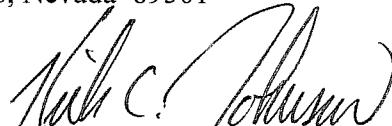
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1 immediately bring all pertinent facts related to such disclosure to the attention of all counsel of
2 record and, without prejudice to other rights and remedies of the party that produced the
3 documents, shall make every possible effort to prevent any further disclosure by it or by the
4 person(s) who received such documents.

5 **IT IS SO STIPULATED:**

6 Dated: May 21st, 2012

7 ROBERTSON & BENEVENTO
50 West Liberty Street, Suite 600
Reno, Nevada 89501

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9 By: 
10 G. David Robertson, Esq.
11 Kirk C. Johnson, Esq.
12 Attorneys for Plaintiff

13 Dated: May 21st, 2012

14 GUILD, RUSSELL, GALLAGHER & FULLER, LTD.
15 100 West Liberty Street, Suite 800
16 Reno, NV 89505

17 By: 
18 Brian J. Saeman, Esq.
19 Attorneys for Defendant IGT, Inc.

20 **IT IS SO ORDERED** this 29th day of May, 2012.

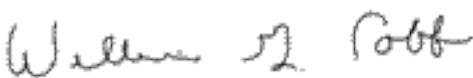
21 
22 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

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1 EXHIBIT A

2 **AGREEMENT TO BE BOUND BY TERMS OF PROTECTIVE ORDER**

3 The undersigned has read the foregoing Stipulation for Protective Order Governing
4 Disclosure of Confidential Information (the "Protective Order") signed by the Parties thereto and
5 entered by this Court in PROLOGIS NA3 NV II, LLC v. IGT, Inc., Case No. 3:11-cv-00346, in
6 the United States District Court for the District of Nevada. I understand its contents, and hereby
7 undertake and agree to abide by its terms including, without limitation, those terms regarding the
8 use of any ProLogis Confidential Document and any information contained therein. The
9 undersigned agrees to submit to the jurisdiction of the United States District Court for the
10 Nevada for the purpose of enforcing the terms and conditions of the Protective Order.

11 _____

12 Date _____ Name (Print or Type) _____

13

14

15 Signature _____

16

17

18 Company (if applicable) _____

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20 Protective Order

21 Case No. 3:11-cv-00346

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